



# MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

This solicitation is offered with funding from the American Recovery and Reinvestment Act of 2009, commonly known as the Economic Stimulus Act, and is contingent upon receipt of the funds required for the project.

**IFB Number:**  
#HWY-309720-RP

**IFB Title:**  
LED SIGNALS AND PEDESTRIAN MODULES

**IFB Due Date and Time:**  
AUGUST 5, 2010  
3:00 p.m., Local Time

**Number of Pages:** 18

## ISSUING AGENCY INFORMATION

**Procurement Officer:**  
RICHELE PARKHURST

**Issue Date:**  
JULY 23, 2010

**MONTANA DEPARTMENT OF TRANSPORTATION  
PURCHASING SERVICES SECTION  
424 MOREY STREET  
PO BOX 20437  
BILLINGS MT 59104-0437**

**Phone:** (406) 657-0274  
**Fax:** (406) 256-6487  
**TTY Users,** (406) 444-7696

**Website:** <http://gsd.mt.gov/>

## INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND  
RETURN THIS PAGE WITH YOUR SEALED BID  
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-309720-RP  
PURCHASING SERVICES SECTION  
424 MOREY STREET  
PO BOX 20437  
BILLINGS MT 59104-0437**

**Mark Face of Envelope/Package:**

**IFB Number:** #HWY-309720-RP

**SEALED BIDS** will be received and publicly opened  
in the Billings office at 3:00 pm.

## BIDDERS MUST COMPLETE THE FOLLOWING

**Federal Tax ID Number:**

**Delivery Date:**

**Bidder Name/Address:**

**Authorized Bidder Signatory:**

(Please print name and sign in ink)

**Bidder Phone Number:**

**Bidder FAX Number:**

**Bidder E-mail Address:**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

BILL TO: DEPT OF TRANSPORTATION  
COMMUNICATIONS BUREAU  
PO BOX 201001  
HELENA MT 59620-1001

F.O.B. LOCATION: DEPT OF TRANSPORTATION  
COMMUNICATIONS BUREAU  
2701 PROSPECT AVENUE  
HELENA MT 59602

Questions may be directed to Steve Keller at (406) 444-6305 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing and claimed oral modifications are not valid or binding.

## **AMERICAN RECOVERY AND REINVESTMENT ACT**

The successful bidder understands and agrees that the State of Montana is not legally bound to commence or continue any contract awarded to the bidder unless the State of Montana has appropriation authority for the federal funds and actual receipt of the funds for this contract under the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

### **1.0. FEDERAL AID REQUIREMENTS**

The product purchased from the resulting contract of this Invitation for Bid **may** be purchased with Federal Aid Funds. Therefore, the following provisions will apply to the Invitation for Bid and to the resulting contract.

#### **1.1. MONTANA PREFERENCES**

Since Federal Aid Funds will be utilized to pay for this project, the Montana bid preferences will not apply.

#### **1.2. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, Contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **1.3. NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **1.4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1.4.1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- 1.4.1.1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 1.4.1.2. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 1.4.1.3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause of default.
- 1.4.1.4. The prospective primary participant shall provide immediate written notice to the Department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 1.4.1.5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- 1.4.1.6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
- 1.4.1.7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 1.4.1.8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- 1.4.1.9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 1.4.1.10. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

**1.5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS**

- 1.5.1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 1.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 1.5.1.2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 1.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- 1.5.1.4. Have not within a 3-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 1.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **1.6. INSTRUCTIONS FOR CERTIFICATION - LOWER TIER COVERED TRANSACTIONS**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- 1.6.1. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- 1.6.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 1.6.3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- 1.6.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 1.6.5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- 1.6.6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 1.6.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- 1.6.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 1.6.9. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**1.7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- 1.7.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.
- 1.7.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**1.8. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1.8.1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - 1.8.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 1.8.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 1.8.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 1.8.3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **2.0. STANDARD TERMS AND CONDITIONS**

By submitting a response to this invitation for bid, request for proposal or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

### **2.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS**

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part and to make awards in any manner deemed in the best interest of the Department. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

### **2.2. ACCESS AND RETENTION OF RECORDS**

The Contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of 3 years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

### **2.3. ALTERATION OF SOLICITATION DOCUMENT**

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

### **2.4. AMERICAN RECOVERY AND REINVESTMENT ACT**

This contract is automatically canceled if federal funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, are not appropriated or otherwise made available to support the contract's commencement or continuation of performance.

### **2.5. ANTITRUST ASSIGNMENT CLAUSE**

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

### **2.6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141)

### **2.7. AUTHORITY**

The following bid, request for proposal, limited solicitation or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, chapter 5.

## **2.8. BILLING**

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

## **2.9. COLLUSION PROHIBITED**

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

## **2.10. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing the contract.

## **2.11. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department's Purchasing Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

## **2.12. DISABILITY ACCOMMODATIONS**

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

## **2.13. FACSIMILE RESPONSES**

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

## **2.14. FAILURE TO HONOR BID/PROPOSAL**

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

## **2.15. FORCE MAJEURE**

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.



## **2.16. HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor and the public.

## **2.17. LATE BIDS AND PROPOSALS**

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

## **2.18. PAYMENT TERM**

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

## **2.19. PREPARATION OF BIDS**

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

## **2.20. REFERENCE TO CONTRACT**

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

## **2.21. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov/>

## **2.22. REJECTION OF BIDS**

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section at (406) 657-0274 in Billings.

## **2.23. SEPARABILITY CLAUSE**

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

## **2.24. SHIPPING**

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

## **2.25. SOLICITATION DOCUMENT EXAMINATION**

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

## **2.26. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

## **2.27. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Section at (406) 444-2575 for more information concerning nonvisual.

## **2.28. TERMINATION OF CONTRACT**

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

## **2.29. UNAVAILABILITY OF FUNDING**

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

### **2.30. UNIT PRICE**

Unless otherwise specified, the unit price for each line item must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

### **2.31. U.S. FUNDS**

All prices and payments must be in U.S. dollars.

### **2.32. VENUE**

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

### **2.33. WARRANTIES**

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

## **3.0. GENERAL REQUIREMENTS**

### **3.1. CIVIL RIGHTS**

#### **NON-DISCRIMINATION NOTICE**

During the performance of this Agreement, Contractor (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

#### **A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS**

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.

- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
  - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
  - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

**B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA**

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed-captioned.

**D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26**

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

**The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.**

**4.0. COMMODITY SPECIFICATIONS**

Provide and deliver F.O.B. Helena, Montana, Light Emitting Diode (LED) circular and omnidirectional arrow vehicular traffic signal indications hereafter called signal modules, and LED pedestrian signal indications hereafter called ped modules per the specifications listed herein. This includes eight inch (8") and twelve inch (12") circular signal modules; twelve inch (12") omnidirectional arrow signal modules; sixteen inch by eighteen inch (16"x18") ped modules; and sixteen inch by eighteen inch (16"x18") countdown ped modules.

**4.1. GENERAL**

- 4.1.1. All modules will comply with one of the following Institute of Transportation Engineers (ITE) adopted specifications: the Vehicle Traffic Control Signal Heads - Light Emitting Diode (LED) Circular Supplement, Adopted June 27, 2005; the Vehicle Traffic Control Signal Heads - Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement, Adopted July 1, 2007 (hereafter called VTCSH for both specs); the Pedestrian Traffic Control Signal Indications Part 2: Light Emitting Diode (LED) Pedestrian Traffic Signal Modules, Adopted March 19, 2004 (hereafter called PTCSI); or in substantial (90 percent) compliance with the draft version of the Pedestrian Traffic Control Signal Indicators – Light Emitting Diode (LED) Signal Modules, February 19, 2009 version, for countdown ped modules. For any discrepancy between the published specifications and these specifications, the specifications contained herein supersede the published specifications.
- 4.1.2. All modules must, at the manufacturer's option, be repaired or replaced if the module fails to function as intended due to workmanship or material defects within the first sixty (60) months from the date of delivery.
- 4.1.3. All modules must, at the manufacturer's option, be repaired or replaced if the module exhibit luminous intensities less than the minimum specified values within the first sixty (60) months from the date of delivery.
- 4.1.4. All modules must fit in existing signal housings without the use of special tools.
- 4.1.5. All modules must have an incandescent, non-pixelated appearance when illuminated.
- 4.1.6. All modules must use LEDs that have been manufactured with materials that have industry acceptance as being suitable for use in outdoor applications.
- 4.1.7. All modules must be certified in the **Intertek LED Traffic Signal Modules Certification Program** and be labeled with the ETL Verified Label shown in Figure 1, or similar markings, clearly identifying each module meets the requirements of the certification program.



Figure 1 -- Intertek- ETL Verified Label

## 4.2. SIGNAL MODULES

### 4.2.1. Electrical

- 4.2.1.1. Luminous intensity requirements of the VTCSH must be met across the entire temperature range from -40°F to +165°F.
- 4.2.1.2. The following conductor colors must be used for the AC power leads on all modules: white for AC common; red for AC line on the red module; yellow for AC line on the yellow module; and brown for the AC line on the green module.
- 4.2.1.3. Nominal power usage is measured at 77°F, 120 VAC. For the eight inch (8") signal modules it must not exceed 8 watts for red, 13 watts for yellow, and 9 watts for green modules. For the twelve inch (12") modules it must not exceed 11 watts for red, 22 watts for yellow, and 12 watts for green signal modules. For the arrow signal modules, nominal power usage must not exceed 13 watts for any color.

### 4.2.2. Mechanical

- 4.2.2.1. The external lens must be a smooth outer surface to prevent the buildup of dirt and dust and be designed to minimize the potential for "sun phantom" signals.
- 4.2.2.2. The lens must be clear.
- 4.2.2.3. All signal modules must be sealed against dust and moisture intrusion, including rain and blowing rain.
- 4.2.2.4. Arrow signal modules must be suitable for mounting in any orientation without any degradation of the signal display.

## 4.3. PED MODULES

### 4.3.1. Electrical

- 4.3.1.1. The countdown ped module must be compatible with all traffic signal controllers that are fully compliant to National Electrical Manufacturers Association (NEMA) TS-1, NEMA TS-2, Type 170, and Type 2070 traffic signal controller specifications.
- 4.3.1.2. The countdown portion of the ped module shall have a high off-state input impedance so as not to provide a load indication to conflict monitors and interfere with the monitoring of the pedestrian signal. The input impedance of the countdown circuitry shall maintain a voltage reading above 25 VAC to the conflict monitor for up to four units connected on the same channel.
- 4.3.1.3. The countdown drive circuitry must not be damaged when subjected to a defective load switch producing a half wave signal input.

- 4.3.1.4. The countdown ped module must have an internal circuit to prevent any possible conflicts between the Upraised Hand, Walking Person, and the Countdown signal display. It must be impossible for the display to countdown during a solid Upraised Hand indication.
- 4.3.1.5. When power is first applied or restored to the countdown ped module, the countdown display will be blank during the initial pedestrian phase while it records the pedestrian clearance interval. The normal Upraised Hand and Walking Person symbols must be displayed during this phase.
- 4.3.1.6. The nominal power usage for ped modules is measured at 77° F, 120 VAC. The power consumed by the Upraised Hand must not exceed 12 watts; the power consumed by the Walking person must not exceed 12 watts; and the power consumed by the countdown display must not exceed 8 watts when the digits 18 are displayed.
- 4.3.1.7. The Upraised Hand and the Walking Person symbols must utilize separate power supplies. On countdown ped modules, the countdown must have its own power supply but may take the incoming AC power from the Upraised Hand / Walking Person AC line.

#### **4.4. MECHANICAL**

- 4.4.1. The external lens must have a textured outer surface to help reduce glare.
- 4.4.2. Symbols that are printed on the lens must be on the interior surface to prevent scratching and abrasions of the symbols.
- 4.4.3. Ped modules must display the Upraised Hand and Walking Person side by side (no overlay) and must be full display (no outline) in appearance.
- 4.4.4. Countdown ped modules must display a full display (no outline) for the Upraised Hand and Walking Person overlaid one on top of the other with the countdown displayed to the right of the symbols.

#### **4.5. DELIVERY**

Deliver items F.O.B. Montana Department of Transportation, 2701 Prospect Avenue, Helena, MT 59602, within fifty (50) calendar days of written receipt of a purchase request. Acceptable written purchase requests are requests received via fax, e-mail, or delivered via the U.S. Postal Service. Verbal purchase requests may be allowed upon mutual agreement of both parties.

#### **4.6. EFFECTIVE DATE, DURATION, AND RENEWAL**

- 4.6.1. Contract Term  
This contract shall take effect upon contract execution, and terminate on July 31, 2011, unless terminated earlier in accordance with the terms of this contract.  
(Section 18-4-313, MCA)  
  
The contract term for any renewals will be for the period of August 1, 2011 through July 31, 2012.
- 4.6.2. Contract Renewal  
This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven (7) years.

Any intention to extend the contract must be initiated in writing no later than forty-five (45) days prior to the termination date of the existing contract or termination date of a contract that has been previously extended.

#### **4.7. COST/PRICE ADJUSTMENTS**

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

#### **4.8. CONTRACT TERMINATION**

- 4.8.1. Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.
- 4.8.2. Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least 30 days prior to the effective date of termination.
- 4.8.3. Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)
- 4.8.4. Failure to Comply. MDT may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, cancel this contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies provided by law or the terms on this contract.

#### **5.0. AWARD PROCESS**

Award will be on an all-or-none basis.

The Department also reserves the right to cancel this Invitation for Bid if cancellation is deemed to be in the Department's best interest.



**6.0. QUOTE SECTION**

Provide and deliver F.O.B. Helena, Montana, Light Emitting Diode (LED) circular and omnidirectional arrow vehicular traffic signal indications hereafter called signal modules, and LED pedestrian signal indications hereafter called ped modules as specified above.

The exact quantity of LED signal modules is not known at this time. The estimated quantities below represent the minimum number of each type of LED signal module the State expects to buy. This quotation is a lump sum quotation and will be awarded to one vendor providing the overall lowest bid and of greatest benefit to the State. Bid accordingly.

<b>QUANTITY SHEET</b>			
<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
<b>8" LED SIGNAL MODULES</b>			
8" Red Ball	50	\$	\$
8" Yellow Ball	50	\$	\$
8" Green Ball	50	\$	\$
<b>12" LED SIGNAL MODULES</b>			
12" Red Ball	1,000	\$	\$
12" Yellow Ball	2,000	\$	\$
12" Green Ball	800	\$	\$
12" Red Arrow	10	\$	\$
12" Yellow Arrow	20	\$	\$
12" Green Arrow	10	\$	\$
<b>16" x 18" LED PED MODULES</b>			
16" x 18" Ped	320	\$	\$
16" x 18" Countdown	240	\$	\$
<b>TOTAL</b>			<b>\$</b>

- [illegible]

- \* Check our website for the latest addendum to the IFB
- \* Sign and return each addendum as required
- \* Review Standard Terms and Conditions
- \* Properly identify return envelope
- \* Sign your bid on the front page
- \* Initial any bid changes you made
- \* Review and complete all requirements listed herein to ensure compliance

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